

OGC HAS REVIEWED.

8 August 1952

STATINTL

Real Estate and Construction Division

Office of General Counsel

Contract

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1. The following changes and/or alterations should be made before the contract is submitted for execution:

a. Article 6 entitled Inspection, sub paragraph (b)-last sentence should read, "The Contractor shall be charged with any additional cost of inspection when material and workmanship is not ready at the time inspection is required by the Government inspectors."

b. Article 22 entitled Alterations, the following language should appear: "The following article (here insert these articles that are pertinent) were deleted before the signing of this contract and the following substituted in lieu thereof (here insert the new numbered articles and their titles). In following this procedure, you obviate the necessity of having both parties to the contract initial deletions and/or changes."

c. The signatory sheet should be signed by the "Contracting Officer" rather than by the official title used, e.g. "Chief, Administrative Services".

d. The following dispute clause is more equitable and binding:

"Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within 30 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Director, and the decision of the Director or his duly authorized representative for the hearing of such appeals shall be final and conclusive; provided that, if no such appeal is taken, the decision of the Contracting Officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision."

e. Section 6 appearing on page (6b) should be reworded so that the word "article" is substituted for the word "stimulation".



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